

AGREEMENT NO.

PARTICIPATION AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA, AT&T  
WHOLESALE, AT&T DATACOM

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA, AT&T WHOLESALE, AT&T DATACOM, a California Corporation, 3580 Orange Street, Riverside, California, 92501-2845 ("Consultant").

WHEREAS, City requires professional services in order to equip the Los Angeles Port Police with the capability of becoming a primary 9-1-1 Public Safety Answering Point (PSAP); and

WHEREAS, the State of California, Governor's Office of Emergency Services has granted the Los Angeles Port Police permission to become a 9-1-1 PSAP; and

WHEREAS, on April 10, 2017, the State of California awarded the new statewide 9-1-1 systems and services contract agreements to nine (9) contractors (including Consultant) who were responsive to Invitation For Bid (IFB) 8500-2016 technical and administrative requirements. All contract agreements are competitively bid and available to agencies that expend public funds; and

WHEREAS, City requires the professional, expert and technical services of Consultant on a temporary or occasional basis to assist City in outfitting and integrating all of the necessary components to establish a 9-1-1 PSAP to serve the Los Angeles Harbor District; and

WHEREAS, Consultant possesses extensive experience in dealing with the establishment of similar PSAPs throughout the State of California; and

WHEREAS, Consultant, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY CONSULTANT

A. Consultant hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work"). IFB 8500-2016 in its entirety, Contractor's Final Response to IFB 8500-2016 in its entirety, Appendix C – General Provisions – Information Technology (GSPD – 401IT – 09/05/2014), CA 9-1-1 MPA #: 4156-6 Vesta and its related Exhibit 16 – Cost Workbook are by this reference made a part of this Agreement. It is understood by the parties that this Agreement is intended to utilize the terms of contract CA 9-1-1 MPA #: 4156-6 Vesta for the benefit of the City.

2. SERVICES TO BE PERFORMED BY CITY

A. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Consultant and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article 10 (Termination) hereof.

B. Consultant shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Executive Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Consultant shall be consistent with any such occupancy or use.

3. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Consultant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement; or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement pursuant to the terms and procedures set forth in the State of California Governor's Office of Emergency Services Contract # 4145-6, Appendix C "General Provisions - Information Technology (GSPD-401IT-09/05/2014), Section 22 "TERMINATION FOR THE CONVENIENCE OF THE STATE."

#### 4. TERMINATION FOR NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds, therefore; the terms and conditions for Termination for Non-Appropriation of Funds shall be as set forth in the State of California Governor's Office of Emergency Services Contract # 4145-6, Appendix C "General Provisions - Information Technology (GSPD -401IT-09/05/2014), Section 21 "TERMINATION FOR NON- APPROPRIATION OF FUNDS.

#### 5. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Consultant at the rates set forth in Exhibit B (Cost Worksheet).

B. The maximum payable under this Agreement, including reimbursable expenses, shall be Two Hundred Forty-two Thousand Five Hundred Thirteen Dollars and Eighty-nine Cents (\$242,513.89).

C. Consultant shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall include the Contract number; release order number (if applicable); item number; unit price; extended item price and invoice total

amount. State or local sales tax and/or use taxes shall be itemized separately and added to each invoice as applicable.

D. Consultant must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article 7 of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Consultant shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Consultant shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Consultant employs Subconsultants under this Agreement, the Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Consultant shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved Subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report Form. Subconsultant invoice should include supporting documents that may be applied rates and time sheets. Upon City's written request, and subject to the provisions of any confidentiality requirements in or related to the any sub-agreements Consultant shall provide City with redacted agreements between it and its subconsultants pertaining to this Agreement but containing sufficient information reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement. All invoices are subject to audit. Consultant is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90733-0191

F. All terms and conditions relating to "REQUIRED PAYMENT DATE" and "TAXES" shall be as set forth in the State of California Governor's Office of Emergency Services Contract # 4145-6, Appendix C "General Provisions - Information Technology (GSPD-401IT-09/05/2014), Section 30 "REQUIRED PAYMENT DATE" and Section 31 "TAXES", respectively.

G. City must provide written notice to Consultant specifically identifying all disputed charges and the reason for nonpayment within six (6) months after the date of the affected invoice or else City waives the dispute; and Consultant must send updated aging report to the City after nonpayment. Payment of such disputed charges will not be considered overdue pending investigation by Consultant. Payment of any disputed charges that are determined to be correct as a result of such investigation must be made within fifteen (15) days of Consultant's notice to City. Should City disagree with Consultant's determination, the Parties shall avail themselves of the Dispute Resolution procedures set forth in State of California Governor's Office of Emergency Services Contract # 4145-6, Appendix C "General Provisions - Information Technology (GSPD-401IT-09/05/2014), Section 44 "DISPUTES."

#### 6. INDEPENDENT CONTRACTOR

Consultant, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

#### 7. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See <https://finance.lacity.org/how-register-btrc>.

#### 8. INDEMNIFICATION

The intent of this section is to substitute "City", "Consultant", and "Harbor Department" in lieu of "State", "Contractor" and "Department of General Services", respectively, into the applicable indemnification language of the State of California DGS PD 401IT, Section 28., (as revised and effective 9/5/14), which is by this reference made a part of this Agreement.

The Consultant agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Consultant or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a) The City will notify the Consultant of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Consultant will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future City operations or liability, or when involvement of the City is otherwise mandated by law, the City may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the City, affect principles of California government or public law, or impact the authority of the City, the Harbor Department will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the City will reasonably cooperate in the defense and in any related settlement negotiations.

## 9. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 8, Consultant shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

### (1) Commercial General Liability Insurance

Commercial general liability insurance per ISO form CG 00 01 or its equivalent covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company eligible to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability of Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate combined single limit for injury or claim. The retention or self-insurance provided

shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. The required policy shall include the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds by endorsements as respects this Agreement.

(2) Automobile Liability Insurance

Automobile liability insurance written by an insurance company eligible to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than of Three Million Dollars (\$3,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. The required policy shall include the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds by endorsement as respects this Agreement.

(3) Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit evidence of Workers' Compensation coverage whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

B. Insurance Procured by Consultant on Behalf of City

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Article 8, and where Consultant is required to include the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds by endorsement on any insurance policy required by this Agreement, Consultant shall include City as an additional insured as required in this Article 9. Consultant shall cause such additional insured status to be reflected by an additional insured endorsement

(CG 2010 or equivalent) as respects this Agreement.

The coverage provided by the required commercial general liability and automobile liability policies, as well as any applicable excess policies if obtained by the Consultant to satisfy the limits of this Agreement, is primary coverage and any other insurance carried by City is excess coverage;

In the event of one of the named insured's incurring liability to any other of the named insureds, the commercial general liability, automobile liability, and any applicable excess liability policies if obtained by Consultant to satisfy the limits required in this Agreement, shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office.

C. Required Features of Coverages

Insurance procured by Consultant in connection with this Article 9 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's certificate of insurance documents. Consultant's or its insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

Upon written request by City, and within a reasonable timeframe not longer than 30 (thirty) days, Consultant shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. If Consultant is required to provide certified copies of insurance policies to any court or government agency pursuant to a written court order, subpoena, regulatory demand, or process of law, the City must, unless prohibited by applicable law, first provide Consultant with prompt written notice of such requirement. The City will take reasonable steps to limit any such provision to the specific insurance policies required by such court or agency.

This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

(3) Notice of Cancellation

For each insurance policy described above, Consultant shall give a 30-day prior notice of cancellation, reduction in coverage, or nonrenewal in coverage for coverage that is not replaced, by written notice and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731

(4) Modification of Coverage

Executive Director, at his or her sole reasonable discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder once during the term hereof by giving ninety (90) days' prior written notice to Consultant.

(5) Renewal of Policies

At least ten (10) days prior to the expiration of any policy required by this Agreement, Consultant shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance shall be deducted from the next payment due Consultant.

D. Right to Self-Insure

Upon written notice to the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement.

2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator upon request.
6. Consultant provides access to its most recently filed audited annual reports at <http://www.annualreports.com/Company/att-inc> or substitute location.
7. Consultant or its parent company shall have and continuously maintain a tangible net worth of at least One Hundred Million Dollars (\$100,000,000) and agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant continuously maintains appropriate loss reserves for the amount of its self-insurance obligations under this Agreement, which reserves are annually approved by Ernst & Young, or any successor auditing company.

#### 10. AFFIRMATIVE ACTION

The Consultant, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit D.

11. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit E.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

12. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, Consultant shall inform the Department in writing when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as

a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Written notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

13. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

14. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

15. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

16. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Chief of Police, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

17. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

18. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

19. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS

The Consultant and/or any Subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or Subconsultant's employees.

The Consultant and/or Subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Consultant and/or Subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Consultant or Subconsultant will maintain such compliance throughout the term of this Agreement.

20. EQUAL BENEFITS POLICY

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Consultant and

pursue any and all other legal remedies that may be available.

21. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

22. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State

Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
Board Secretary

PACIFIC BELL TELEPHONE COMPANY dba AT&T CALIFORNIA, AT&T WHOLESALE, AT&T DATACOM

Dated: 5/15/, 2020

By: [Signature]  
LEA SANTORO, SLS MGR  
(Print/type name and title)

Attest: [Signature]  
Thomas McCook - Account Lead  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_, 2020  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: \_\_\_\_\_  
JOHN T. DRISCOLL, Deputy

JTD  
Attachment

Account # 13150 W.O. # \_\_\_\_\_  
Ctr/Div # 0412 Job Fac. # \_\_\_\_\_  
Proj/Prog # 000

Amount:	
Budget FY:	
2019-20	242,513.89
2020-21	0.00
2021-22	0.00
TOTAL	242,513.89

For Acct/Budget Div. Use Only:

Verified by: \_\_\_\_\_

Verified Funds Available: \_\_\_\_\_

Date Approved: \_\_\_\_\_

**EXHIBIT A**



Los Angeles Port PD

with:



SCOPE OF WORK

for

CA 9-1-1 MPA #: 4156-6 VESTA

3 Positions VESTA  
Analytics LITE  
Integrated SMS Texting

Revision: 1.4

Date: 7 May 2020

Prepared By: Robert Russo

Application Sales Executive: Henry Wang

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## 1.0 OVERVIEW

### 1.1 Purpose & Objectives

The purpose of this document is to describe the work to be performed by AT&T California (herein referred to as Contractor) in satisfying the E9-1-1 system requirements for **Los Angeles Port PD** (herein referred to as Agency). AT&T will utilize approved 9-1-1 Call Handling and other system/service integrators, (herein referred to as Manufacturer and Vendors respectively), to achieve the proposed system design, the following high-level E9-1-1 system components are included: Installation of the following E9-1-1 system components: (3) VESTA positions with Analytics LITE. The above equipment will be used to terminate various trunks, lines and data circuits required to process E9-1-1, and administration calls by the Agency.

### Basic System Components

(Table 1)

Qty	Item Description		
2	Call Handling Desktop Positions		
1	Call Handling Laptop Positions (Note: <i>No Redundant Network Interface</i> )		
0	IP Phone Sets		
None	NetClock		
Included	MIS Reporting		
Not Included	Long Term Voice Recorder		
Included	System Printer	Install Location:	Dispatch
0	Mapping Positions		
0	ACD Automatic Call Distribution		
1	RapidSOS Integration		

### 1.2 AT&T Provided System Components

#### Manufacturer Call Processing Components

(Table 2)

Qty	Item Description
<b>Backroom Equipment</b>	
1	Enclosed Cabinet
2	Call Handling Server Hardware
1	19" LED Monitor(s) for Call Handling Servers
1	KVM 8 Port Switch for Call Handling Servers
2	CDR Module
<b>Positions</b>	
2	Intelligent Workstations (IWS) includes: CPU, Backroom Interface Components, Audio Interface Device, Keyboard, Mouse, and license/software).
2	27" LED Touch Screen Monitors for Intelligent Workstations (IWS).
2	IRR Module
2	24 button Genovation keypads

2	Arbitrators
<b>Laptop Positions</b>	
1	Laptop Position(s) includes: CPU, Backroom Interface Components, Audio Interface Device, Keyboard, Mouse, and license/software).
1	27" LCD Monitors for Laptop Position(s)
1	IRR Module (Laptop)
1	24 button Genovation keypads (Laptop)
1	Arbitrators (Laptop)
<b>IP Phones</b>	
0	IP PHN LIC ENH
0	IP Phone Set EXP MOD
<b>LAN Switches</b>	
2	Cisco 2960 Switch, 24-PORT
<b>Gateways</b>	
2	Mediant 1000 Gateway Chassis
2	4-Port FXS Gateway
6	4-Port FXO Gateway
1	T1/PRI Single SPAN Gateway

**Uninterruptable Power Supply Equipment (UPS)**

(Table 3)

Qty	Item Description
0	Equipment Room UPS System
0	Position UPS (1) for Each Position

**Included -Management Information Systems (MIS) Reporting System**

(Table 4)

Qty	Item Description
1	MIS User License
3	MIS Per Position License
1	Color Printer

**None -Spectracom System Support Components (NetClock)**

(Table 5)

Qty	Item Description
-	Not included

**Not Included -Long-Term Recorder**

(Table 6)

Qty	Item Description
1	Not included

**Training Included with System**

(Table 7)

Qty	Item Description
1	Admin Training Class (for up to 8 students per class)

2	Agent Training Class (for up to 8 students per class)
---	---

**System line Interface**

(Table 8)

Qty	Item Description	Qty Used	Qty Available for Growth
8	FXS/CAMA Ports	4	4
24	FXO/Analog Ports	TBD	TBD
1	PRI/TI Gateway Ports (1 D Channel)	1	0

**Trunks & Line**

(Table 9)

Qty	Police Lines
4	E9-1-1 Trunks
1	PRI to Agency PBX
3	Emergency/Admin Lines (as inventoried below)
	<ul style="list-style-type: none"> <li>• 3500 - 1</li> <li>• 3500 - 2</li> </ul>
	<ul style="list-style-type: none"> <li>• 3500 - 3</li> </ul>

**\*\*Please refer to price quote in Appendix C\*\***

The equipment provided by ATT will comply with State of California Contract 4145-6 AT&T CALIFORNIA and any FCC requirements for E9-1-1. It will also meet the NENA requirements for displaying ANI/ALI Phase II wireless calls.

**1.3 Reutilization of Existing Equipment**

**The following Agency equipment will be reused by AT&T:**

(Table 10)

QTY	Item Description
0	Nothing to be reused

**1.4 Agency Provided System Components**

**Agency shall supply following system components:**

(Table 11)

Item Description
Conduit pathways from dispatch location to backroom equipment.
Two new 20amp electrical circuits for backroom (NEMA 5-20R or L-5-20R)
One new dedicated 20amp circuit for each 9-1-1 IWS position (2 total)
RapidSOS connection/subscription

**Remote Maintenance Circuit**

(Table 12)

Remote Maintenance Circuit (To be Provided by the Agency)
VPN access from the Internet to 9-1-1 Equipment via Agency provided network.

## 1.5 System Components Not Provided by AT&T

(Table 13)

Item Description
Mapping system (Data Management)
Automatic Call Distribution (ACD) (Call Processing)
NetClock
Long-Term Voice Recorder

## 1.6 Equipment Removal & Disposal

### Existing 9-1-1 Equipment

The following equipment will be removed and left at the Agency site:

(Table 14)

Item Description
Not applicable

AT&T technicians will work with the Agency's personnel to remove the old equipment (disconnected and powered off by Agency) as identified by the bulleted equipment list above. AT&T technicians will place old IWS equipment in an area designated by the Agency. AT&T technicians will not remove any existing equipment from the Agency's building and AT&T technicians will not remove any existing cabling.

## 2.0 DESIGN SOLUTION

### 2.1 System Overview

AT&T will provide a system solution by deploying E9-1-1 system equipment capable of performing Call Processing, and System Support related functionality. The combined functionality of these system components enables the Agency to process E9-1-1 and administrative type calls and other various PSAP emergency and non-emergency functions.

AT&T will implement a Call-Processing suite of hardware/software applications: for this E9-1-1 system design solution. AT&T will achieve these system objectives by implementing the following managed work operations:

#### **(2) -9-1-1 Positions**

Install 9-1-1 positions in the call-taking/dispatch area. AT&T will install (4) CAT5e cables run to each position from the backroom. The cables are provisioned as follows: (1) Primary network interface, (1) Secondary network interface, (1) long-term recorder (position-based, if desired), and (1) Future/spare. Agency to provide conduit or cable path from the backroom to each position and dedicated NEMA 5-20R (electrical power) per position.

#### **(1) -Laptop Position(s)**

Install 9-1-1 laptop and docking station in the call-taking/dispatch area. AT&T will install (4) CAT5e cables run to each laptop position from the backroom. The cables are provisioned as follows: (1) Primary network interface (Laptop does not support dual NIC), (1) long-term

recorder (position-based, if desired), and (2) Future/spare. Agency to provide conduit or cable path from the backroom to each position and dedicated NEMA 5-15/20R (electrical power) per position.

### **Analytics LITE**

Analytics LITE is a Management Information System (MIS) and provides a near-real-time visual of positions, trunk lines, line groups and other pertinent information. Analytics LITE provides a number of limited pre-canned reports.

### **Backroom**

All backroom equipment will be installed/mounted in (1) enclosed cabinet (model electrorack Eclipse); which will contain all the Controller equipment. The Agency is responsible for drilling/bolting of all equipment to Agency floors.

### **Included -System Printer**

A system printer will be installed Dispatch. *(This is not a CDR Printer, CDR is provided via Serial output to ECATS)*

### **IP Network configuration and Interfaces**

#### **Local Area Network (LAN)**

- 9-1-1 LAN – No connectivity to Agency LAN or computers (except if high speed remote access is provided by and via Agency's existing remote access infrastructure).
- Agency LAN - computers/peripherals operating exclusively on Agency LAN.
- Integrated LAN – For remote access via Agency's existing infrastructure, the inter-connectivity between Agency and AT&T LAN will be via secure Firewalls on both LAN segments, and the point of demarcation will be the port on the AT&T provided Firewall.

#### **Wide Area Network (WAN)**

- Not Applicable

### **Remote Access**

Please refer to Appendix G: Agency Provided Internet Access, for Agency provided remote access requirements.

### **Support System**

#### **Uninterrupted Power Supply (UPS)**

- Agency-provided backroom UPS, will be connected to back room call processing equipment to keep back room equipment operational until Agency Power Generator becomes active during Agency building power outage.
- Agency-provided front room UPS, will be connected to front room call processing equipment to keep position equipment operational until Agency Power Generator becomes active during Agency building power outage.

### **None -NetClock**

NetClock is not part of this solution. Agency to provide Network Time Protocol (NTP) source (NENA-compliant).

## **System Growth Capabilities**

AT&T warrants that the hardware, software, and operating systems sold are current at the time of shipment. Software and hardware manufacturers constantly upgrade their products. This may require the Agency to upgrade hardware, software, or operating systems in the future in order to expand this system. The Warranty package included in this sale does not include software/hardware upgrades required for expansion or integration.

The server-centric and scalable design of the Call Handling solution allows the system to be sized to a finite capacity (lines and positions). The number of servers, gateways, in a system depends on the population of the area served. This system is configured for capacity related above in table 8. Additional hardware may be quoted in the future to increase lines (9-1-1 or analog) and/or positions at additional cost.

## **2.2 Network Elements**

Table 9 above defines Agency line and trunk network elements to be connected to the system including: 9-1-1 trunks, 10-digit emergency lines, administration lines, and ring-down/direct connect circuits, that will be configured in the system.

## **2.3 System Programming**

The system will be programmed with a log in ID for each Administrator/Supervisor. The administrators/ Supervisors will have all the capabilities that the dispatchers have as well as additional capabilities requested by the Agency. The "master" speed dial list will be the same for each position and the site supervisor/administrator will have the capability to change, add, and delete speed dials on the "master" list.

The system will be programmed with a log in ID for each dispatcher. There will be a single Agent Profile for all dispatchers that will have the same configuration, colors and icons. Agent profiles can be locked down or unlocked to allow agents to modify individual logins.

The system will be programmed to "ring all" positions in the event of an incoming call for all lines. Although ACD (Automatic Call Distribution) programming is a feature of this system, ACD functionality is not being provisioned.

The system programming requirements may be changed at the request of the Agency during the Installation process. The AT&T Project Manager will work with the Agency to meet their specific needs.

All system-level programming on the system will be handled by AT&T personnel. All initial system-level programming will be to replicate the current operation of Agency as closely as possible. If it is determined during design sessions that changes need to be made, they can be made at that time. Once the system is cutover and accepted, any further adds, moves and changes will be performed on a Time and Materials basis at the prevailing contract rates (An example of add, move and change is: Adding 7 digit emergency lines to the system). The current contract labor rate is \$185.00 per 9-1-1-technician per hour.

System administration function on the system will be managed by designated Agency personnel. User-level programming includes, but not limited to, users, speed dials, TTY messages, etc.

## **2.4 System Integration Description**

### **ALI**

Geographic diverse 56K Data circuits (DSO) that carry the Automatic Location Identification (ALI) data will terminate in the AT&T provided router, which is connected via RS-232c cables to the 9-1-1 Servers.

### **Audio Interface**

In order to ensure proper audio functionality at each IWS position and facilitate audio connectivity with third party audio devices at the Agency location. The system design includes external sound devices that hands-off telephony audio to a demarcation point for the radio console. This enables the radio console to provide headset sharing between phone and radio. The device is installed for each 9-1-1 workstation. AT&T technicians will work with agency's radio vendor (may be required to be present onsite) to wire this and balance audio (telephony and radio) levels. The device also can arbitrate the telephony and radio audio in lieu of the radio console (*Note: Radio vendor integration is preferred and may be required to properly adjust and balance audio levels*).

### **CAD**

AT&T will provide an interface connection demarcation point between system Server and Agency provided Computer Aided Dispatch (CAD) computer system via a RS-232c cable located in the backroom. If the data rate of this RS-232c connection is set for 9600 bps there is a 50ft limitation imposed on this connection. The demarcation point for the Agency CAD is the designated/labeled port the equipment room.

### **Firewall**

The 9-1-1 system includes a firewall to provide secure remote access, facilitating protected remote support and Warranty. A broadband (DSL or better) connection or interface between the Agency's network and the AT&T firewall is required and to be provided by the Agency as per the terms of State contract 4156-6 VESTA. Minimum speed requirement is 1.5MB down/768k up. Please refer to Appendix G for Agency provided remote access requirements.

### **Long-Term Voice Recorder (LVR)**

LVR is not a part of this solution.

## **2.5 Building Modifications**

All building modifications are the responsibility of the Agency. The AT&T Project Manager will work closely with the Agency to determine proper timeline coordination for a smooth system implementation. Please refer to Appendix A for the specific modifications to be performed by the Agency.

### 3.0 CHANGE REQUESTS

The Agency may at any time, by written order, and without notice to the *Contractor's* sureties, submit a change order to the *Contractor*. Within ten (10) working days of receiving a proposed change order, the *Contractor* will submit a written cost estimate, which will include adjustments to the Project Price, Project Schedule, Statement of Work, Acceptance Criteria, or any other obligations of the *Contractor*, as applicable. The *Contractor* or the Agency may also decline the change order, depending on the nature of the requested changes.

The *Contractor* may also propose a change order involving additions, deletions, or revisions to the work, or any obligations imposed upon the Parties under this agreement. AT&T's changes to the system design or individual component changes will be submitted to the Agency for approval using the Change Request Form shown in Appendix D.

The Agency will appoint a single individual as a Project Manager. Change Orders will be approved in writing, by the Agency's Project Manager. The *Contractor* will not proceed with any work contemplated in any proposed Change Order until it receives written notification to commence such work from the Agency's Project Manager.

ALL Change Orders must be submitted and approved by the Cal OES Emergency Communications Branch.

### 4.0 ACCEPTANCE TESTING

#### 4.1 System Acceptance Overview

Final system acceptance for the E9-1-1 system will occur when the standards of performance of the State contract are met. The standards of performance of the State contract can be viewed at:

<http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-services-contracts>

These will have been met after 240 consecutive hours of operation following the cutover date. During these 240 hours, the system will function without interruption, as defined by contract and according to the project specifications. If the 9-1-1 system fails to meet the standards of performance, then the 240-hour system acceptance period will re-start following correction of the problem.

Please refer to Appendix E for the system acceptance and authorization checklist.

#### 4.2 Moves Adds and Changes

Once the system is accepted, any further moves, adds and changes will be performed on a Time and Materials basis at the prevailing contract rates. The current contract labor rate is \$185.00 per 9-1-1-technician per hour.

## 5.0 PROJECT TEAM

### 5.1 Contact Information

Contacts			
Role	Name	Phone / Fax / Pager	Mail / E-mail
Application Sales Executive	Henry Wang Phone: (714) 680-5789 - hw3126@att.com		
9-1-1 Service Executive	Anne Leal-Abdallah Phone: (925) 336-1657 - aa4345@att.com		
9-1-1 Manager Special Services	Mary Monteros Phone: (949) 294-9530 - mm9369@att.com		
Technical Sales Consultant	Robert Russo - Phone: (951) 369-2282 - rr1713@att.com		
PSAP Manager	Tim Riley Phone: (310) 732-3520 - TRiley@portla.org		
	Choose an item.		

An AT&T Project Manager will be assigned for this system implementation. The Project Manager is responsible to plan, organize, control, direct and coordinate people and material resources throughout the life of the project.

## 6.0 Responsibilities

### 6.1 AT&T Responsibilities

AT&T is responsible for the following:

- Delivery of equipment
- Security of equipment, until equipment is delivered to customer premise.
- Disposal of packaging materials and debris.
- Any damage caused by Contractor (or Contractor's agent) to equipment, building, or other property.
- Installation of common control (server) equipment in racks/cabinets.
- Dressing of all cables.
- Identification and labeling of all cables.
- Training.
- Installation of appropriate cabling from equipment room to all 9-1-1 positions.
- NENA standard ANI/ALI interface supplied to the Agency owned CAD system.
- Installation of demarcation punch block for audio source and logging recorder.
- Installation of interface jacks for radio headsets.
- Installation of the 9-1-1 Call Taking equipment at each dispatch position.

### 6.2 Agency Responsibilities

#### Equipment Room

- Provide locked limited access to the equipment room.
- Provide/verify (2) dedicated 20-amp circuits for equipment cabinet

- Furnish HVAC equipment that will keep the backroom temperature and humidity levels of 72 degrees F +/- 5 and less than 50% relative humidity.
- DSL or high-speed link for remote maintenance/access by AT&T

### **Dispatch Room**

- Furniture selected by Agency is compatible with, or will be modified by the Agency to be compatible with, the selected system equipment.
- Provide/verify (1) dedicated 20 amp circuit per position.
- Furnish/verify that each AT&T dispatch position has one 15 amp breaker circuit dedicated to emergency call taking position with a quad outlet. Ancillary electrical components such as heaters, lights and furniture should not be on this circuit.

### **General**

- Access to building for AT&T and subcontractors.
- Conduit and coring of walls.
- Lifting floor tiles.
- Adequate power and power outlets and circuit breakers.
- All radio, CAD and recorder equipment.
- Adequate security to prevent theft of computer equipment.
- On-going upkeep for room requirements listed.
- Technical expertise from Agency's other vendor's during planning, installation and cutover.
- The Agency's Project Manager will facilitate the resolution of any problem determined with these interfaces pertaining to the radio, CAD, recorders, or other Agency owned interfaces.

### **6.3 Cal OES Emergency Communications Branch Responsibilities**

- Not Applicable.

Note: The 9-1-1 Network and Agency Networks may not share the same LAN Segments. 9-1-1 System IP packets must be segregated from CLETS, NCIC, DMV, CWS, and all other Agency network traffic.

## 7.0 AGENCY PROFILE

During the implementation phase, AT&T Project Manager will work Agency's Project Manager to update the ECaTS Profile and provide a copy of the updated ECaTS Profile to the Cal OES Emergency Communications Branch.

## 8.0 INSTALLATION SCHEDULE

The following dates are based on the "Final Funding Date" listed below and are offered as a general planning reference. These dates are best estimates at this time. Changes to the "Final Funding Date" will affect all the dates below.

Final Funding Date:	12/1/2019
Equipment Order Date:	12/6/2019
Equipment Delivery Date:	2/14/2020
Site Readiness By PSAP Date:	2/16/2020
Begin Installation Date:	2/19/2020
Programming Change Freeze Date:	2/21/2020
Training Date:	3/13/2020
System Cutover Date:	3/27/2020
PSAP Acceptance Date:	4/6/2020

Final installation schedule will be established by mutual consent of the Contractor and the Agency; however, prior to the installation date, the Agency may defer the installation, and a new installation date will be established by mutual agreement. Such unilateral deferment will not exceed 60 days, except by mutual agreement.

**Pricing is based on installation being performed during AT&T's normal business hours (M-F, 8:00am - 5:00pm, excluding AT&T holidays). Installation activities outside of AT&T's normal business hours are available at prevailing after hour tariff. There will be no additional cost to the Agency for an after-hours cutover, if it becomes necessary.**

## 9.0 WARRANTY

AT&T includes one (1) year parts and labor warranty for all equipment, software, features and functionality provided for the Basic Turn-key Configuration. The warranty is for year one (1) year after the date of system acceptance of the installation by the Agency.

## 10.0 MAINTENANCE / WARRANTY PLAN

AT&T includes a one-year warranty and years two through five on a warranty/maintenance contract through the State of California Contract referenced at the beginning of this document. The Agency will renew warranty annually.

### 10.1 Remote Access

The 9-1-1 system is provisioned to allow authorized remote access the 9-1-1 system in order to identify software and hardware problems and make repairs. If the equipment

cannot be repaired remotely, trained technicians will be dispatched to the Agency to facilitate onsite repairs.

## **10.2 Maintenance / Warranty Procedures**

### **9-1-1 System**

- AT&T will provide a "Maintenance / Warranty Kit" to be kept at a location readily accessible to AT&T Technicians or, in some special cases, due to an Agency's location or system size, kept on site in a secured location. The contents of the Maintenance / Warranty Kit will be based upon the requirements of the Agency's 9-1-1 system. AT&T absorbs the cost of the Maintenance Kit and the equipment provided within the kit will remain the property of AT&T.
- AT&T includes five-year parts and labor on the 9-1-1 system. The five-year period begins at date of customer acceptance. After the five-year period, the Agency may choose to replace the system, maintain it, or a maintenance / warranty contract may be negotiated with agreed terms, conditions, and costs. During the first year warranty and years two through five maintenance / warranty period, software service packs and hot fixes will be kept current and upgraded at no charge (additional features and hardware may not be included); new Manufacturer software versions, hardware, and Operating System upgrades are not included.

### **Post-Installation Support Limitations**

AT&T's support obligations hereunder will not apply to any AT&T supported product if adjustment, repair, or parts replacement is required because of:

- Printer ink and paper are not included under maintenance / warranty.
- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power; failure of the PSAP and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use
- Repair or alteration, or attempted repair or alteration of any AT&T supported product (hardware and/or software) by the PSAP or others
- Connection of another machine, device, application or interface to AT&T supported equipment (hardware and/or software) by Agency, the PSAP, or others, which has caused damage to AT&T supported equipment
- Degradation of performance to AT&T maintained systems due to excessive heat, humidity, moisture, condensation, dust, EMI, etc. at Agency's location
- Damage or destruction caused by natural or man-made acts or disasters
- Degradation of performance to AT&T systems due to the installation of third party software applications or Operating System patches, service packs, hot fixes, or Windows services and not specifically certified, approved, and registered by AT&T for use at the site(s) identified herein.
- Support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes or adding additional devices or software applications.

For repair of unsupported failures, the Agency may request Field services to rectify unsupported failures, as defined above, on a Time & Materials basis. Labor rate charged will be the current AT&T labor rate (plus expenses) at the time service is requested.

AT&T is NOT responsible for the performance of third party applications/systems.

### **10.3 Remedial Maintenance / Warranty**

Please refer to Appendix H for additional information on maintenance / warranty procedures.

### **10.4 Technician Expertise**

Please refer to Appendix H for additional information on technician expertise.

### **10.5 Trouble Reporting Contact Number**

The Customer Assistance Bureau (CAB) is the trouble reporting center for our priority Public Safety Agencies. The center is responsible for receiving Agency reports and electronically relaying the reports to the responsible work groups for resolution, 24 hours a day, 365 days a year. The Priority Repair Service number is:

**(877) 500-4911.**

### **10.6 Maintenance / Warranty Exclusions**

Items excluded from maintenance / warranty include any Software which is at a revision level not supported by the Software licensor. AT&T makes no guarantee as to parts availability on Equipment that has been discontinued by its manufacturer. In the event a manufacturer discontinues producing any Equipment or in the event the Equipment has outlived the manufacturer's suggested product life cycle, AT&T will continue to provide Service under the Maintenance / Warranty Plan for as long as parts are available on a commercially reasonable basis. In the event repair parts are not readily available, AT&T will advise customer and customer will have the option to replace the Equipment with a similar product AT&T offers at the prevailing rates. In the event the customer declines to authorize such replacement, AT&T will cease providing Service for such Equipment.

## **11.0 TRAINING**

### **11.1 Supervisor/Dispatcher Training**

Formal training for systems will be provided by the Manufacturer and Vendor(s). The customer must provide an area for training. The training will be done during normal business hours (8 a.m. and 5 p.m.) Monday through Friday. If the Agency requests off-hours training, it can be negotiated but may result in additional expense.

The following items will be included in on-site training provided to the Agency, the actual number of classes will dependent up on the number of available training positions and Agency personnel shift schedules:

- 1) Students will be trained on call processing and features using an operational 9-1-1 Intelligent Workstation position.
- 2) Students will receive administrator training on the system.

Post-cutover training requirements must be negotiated with the AT&T Project Manager and may result in additional expense to the Agency.

## **11.2 Training Documentation**

### **9-1-1 System**

Training documentation may include hard-copies of the User Guide per site, and one soft-copy will be installed on each workstation. Documentation will be given to the Agency's designated training coordinator.

## **11.3 Service Manual Documentation**

Technical Installation and Maintenance manuals will be provided with the delivery of the systems. These technical manuals should be kept in the equipment room near the equipment racks for the AT&T technicians to utilize as necessary.

**12.0 DOCUMENT ACCEPTANCE**

**Los Angeles Port PD**

**CA 9-1-1 MPA #: 4156-6 VESTA**

I have read the preceding document revision 1.4. I understand and approve of the scope of work described therein. In addition, I understand that subsequent modifications to the scope of work will be requested on the attached Change Request Form and approved by both Los Angeles Port PD and AT&T.

\_\_\_\_\_  
Los Angeles Port PD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Henry Wang - Application Sales Executive  
AT&T California

\_\_\_\_\_  
Date

## Appendix A: Agency Compliance - Site Certification Document

### Los Angeles Port PD – Site Certification Document

This Section meets the State contract requirement for AT&T to provide a Site Readiness Checklist to the Agency.

A site survey has been made and site modifications will be needed to meet the following requirements for equipment installation. The following site modifications must be completed by the Agency prior to AT&T beginning the installation of the new or upgraded system. The completion of all building modifications is the responsibility of the Agency. In the event that AT&T attempts to begin installation and subsequently discovers that these modifications have not been met as specified, AT&T may postpone implementation. A quote will be provided to the Agency for any additional costs incurred by AT&T because of the postponement. Any additional costs that are incurred for site modifications because of the postponement will be the responsibility of the Agency. Work will be rescheduled upon completion of the required modifications.

- 1) Provide DSL or other high-speed link for remote maintenance, support, and RapidSOS integration
- 2) Allow for use the electrical circuits, as depicted in the below drawing to be dedicated to the 9-1-1 system. Alternatively, two new circuits may be installed (must be UPS backed).
- 3) Install/provide (1) dedicated NEMA 5-20R (dual outlet) 20amp electrical circuit for each IWS position.
- 4) Install/provide conduit (with pull string) or cable path between backroom to dispatch positions.

#### Hazardous Materials

Customer will maintain Customer's location where AT&T is to perform work in a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at Customer's location. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Statement of Work or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Statement of Work and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.

Authorized Agency Representative understands that the modifications listed above must be complete prior to AT&T commencing installation.

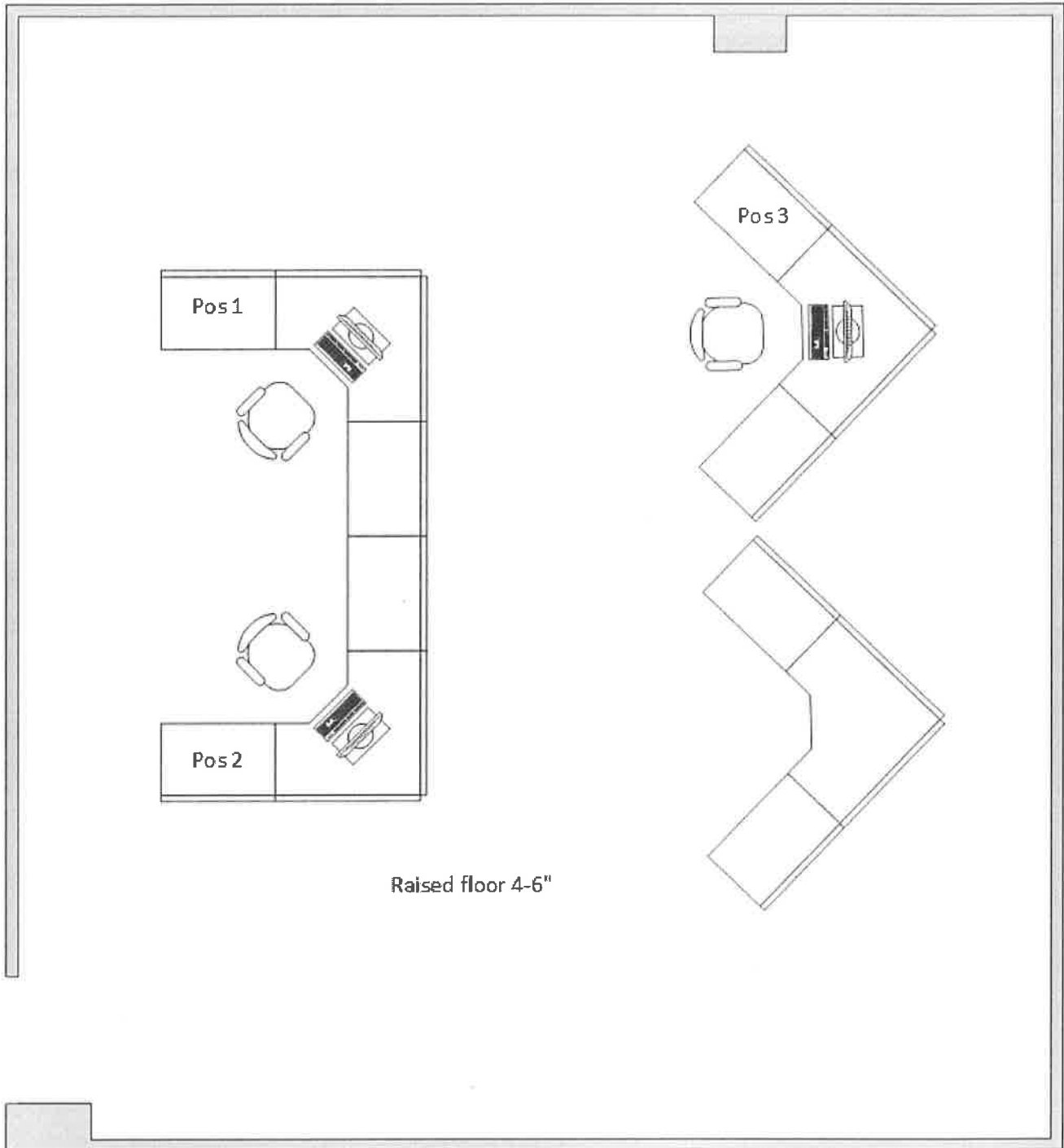
\_\_\_\_\_  
Authorized Agency Representative accepts modification list.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Agency Representative certifies modifications complete.

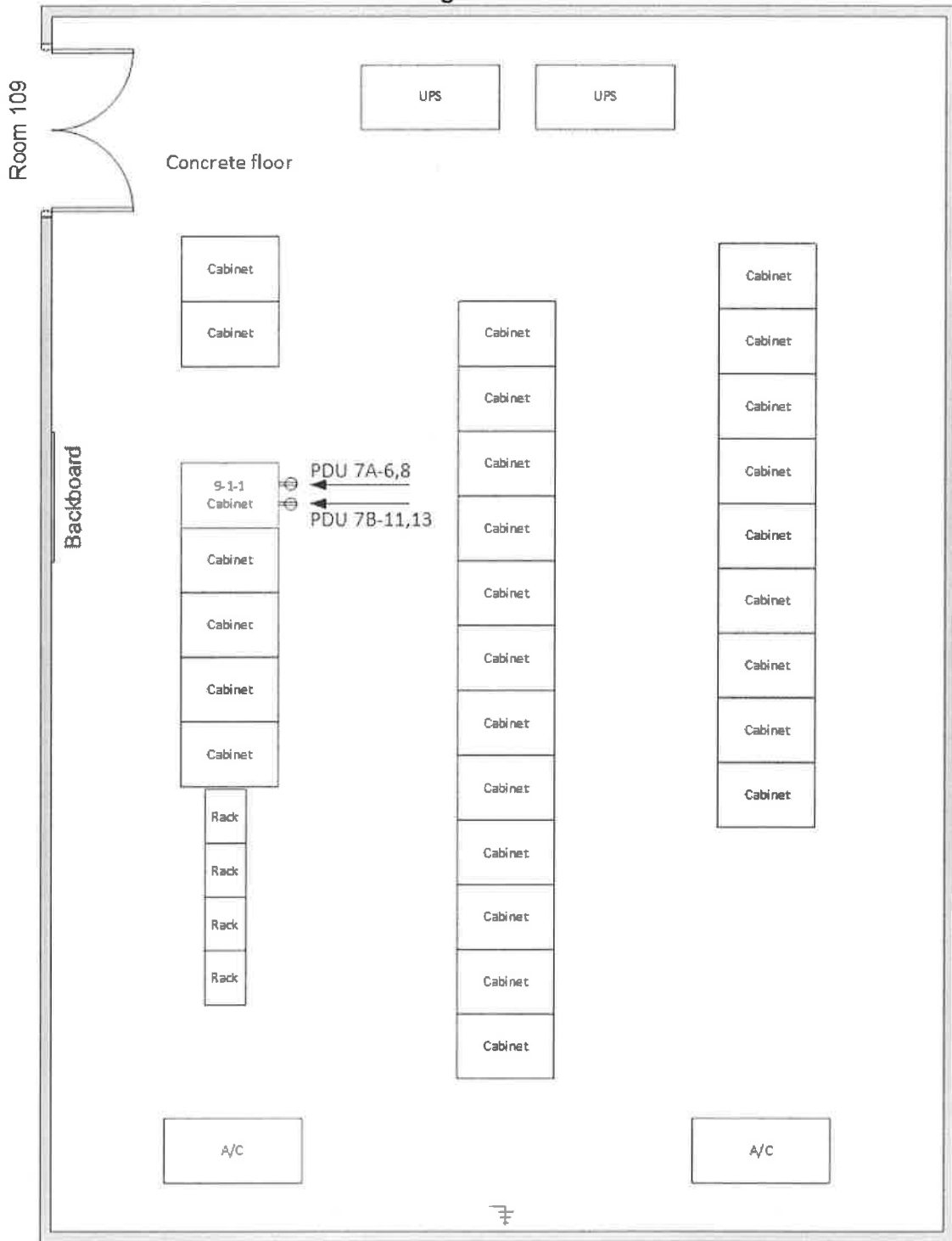
\_\_\_\_\_  
Date

Appendix B: Floor Plan  
Los Angeles Port PD  
FOOTPRINT OF DISPATCH ROOM



*Drawing not to scale*

FOOTPRINT OF EQUIPMENT ROOM  
Los Angeles Port PD



Drawing not to scale

## Appendix C: Pricing & Terms

*Please refer to separate document.*

## Appendix D: Change Order Request Form

AT&T Project Office

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### Change Request Form: Los Angeles Port PD

Change Orders cannot be billed directly to the State without State approval.  
The Agency will be billed and must submit a reimbursement request to the State.

**Originator:**

**Change Request Definition:**

To be completed by Project Manager

**Impact to System Schedule:**

**Impact to Overall Project Schedule:**

**Development Price:**

**Change Request #:**

**Date:**

**System Affected:**

**Accepted**

**Rejected:**

**Final AT&T Signoff:**

**Final Agency Signoff:**

**Date:**

**State of California**  
**California 9-1-1 Emergency Communications Division**  
**STAND ALONE CPE SYSTEM ACCEPTANCE AND AUTHORIZATION FORM**  
 TD-284 (Rev. 3/2017)

This document shall be used by the PSAP to validate that the purchased 9-1-1 system (equipment, software and all functionality) is acceptable.

All verification is to be completed by the PSAP authorized representative. Each item should be validated against the referenced MPA IFB Requirement. The MPA IFB Requirements can be downloaded from the CA 9-1-1 Division website at:

<http://www.caloes.ca.gov/cal-oes-divisions/public-safety-communications/ca-9-1-1-emergency-communications-branch/ca-9-1-1-services-contracts>

<b>MPA RFP Requirement Number</b>	<b>Requirement</b>	<b>PSAP Initial</b>
<b>Audio</b>		
6.3.1.5	Audio Quality	
6.3.1.6	Acoustic Noise	
6.3.1.7	Crosstalk	
<b>System Physical Requirements</b>		
6.3.2.2	Electrical Requirements	
6.3.2.3	Uninterruptable Power Supply	
6.3.2.4	Multiple Lines/Workstation Requirement	
6.3.2.5	CPE Expansion Requirement	
6.3.2.6	Printing Capability at Local PSAP	
<b>Intelligent Workstation Physical Requirements</b>		
6.3.3.1	IWS Hardware Requirements	
6.3.3.2	User Volume Controls	
6.3.3.3	Standard Keyboard	
6.3.3.4	Mouse	
6.3.3.5	Keyboard Arbitrator	
6.3.3.6	Monitor	
6.3.3.7	Auxiliary Keypad Dialer	
6.3.3.8	Headset/Handset Capability	
6.3.3.9	Radio Dispatch Integration	
6.3.3.10	IWS Wiring	
6.3.3.11	IWS Logging Recorder Interface	
<b>Interconnectivity</b>		
6.3.4.1	System Connections	
6.3.4.2	Wireless Connections	
6.3.4.3	ALI Retrieval	
6.3.4.4	Cabling	
6.3.4.5	CPE Interface to Existing Equipment	
6.3.4.6	Remote Data Transfer Interface	
6.3.4.7	Additional LCD/LED Monitor Interface	
6.3.4.8	Trunk and Line Interfaces	
6.3.4.9	Logging Recorder Interface	
6.3.4.10	IWS Based Logging Interface	
6.3.4.11	Local Maintenance Terminal Interface	
6.3.4.12	Interoperability with GIS Mapping System	
6.3.4.13	CAD and Mapping Interface	

System Features		
6.4.1.1	ALI Controller	
6.4.1.2	ANI/ALI Display	
6.4.1.3	Dynamic ANI/ALI Output	
6.4.1.4	ALI Error Reporting	
6.4.1.5	Abandoned Call Detail	
6.4.1.6	Internal Time Synchronization	
6.4.1.7	External Source Time Synchronization	
6.4.1.8	Caller Identification	
6.4.1.9	Wireless ALI- FCC 94-102-Phase I/Phase II One-button Call-back	
6.4.1.10	Voice over Internet Protocol (VoIP) Capability	
6.4.1.11	Complete Call Progress Detection	
6.4.1.12	TDD/TTY	
6.4.1.13	Multi-Media Requests for Assistance	
6.4.1.14	Remote Maintenance Access	
6.4.1.15	System Database Backup	
Call and System Detail Records		
6.4.2.1	Call Detail Record (CDR) Format	
6.4.2.2	Remote CDR Collection Service	
6.4.2.3	System Detail Records	
6.4.2.4	CDR and Quality of Service (QOS)	
Turn-Key System Functionality		
6.4.3.1	Controller Functionality	
6.4.3.2	Redundant Architecture	
6.4.3.3	Call-Path Associated Signaling (CAS) and Non Call-Path Signaling (NCAS)	
6.4.3.4	Administrative Line Support	
6.4.3.5	ALI Caching	
6.4.3.6	System Call Format Flexibility	
6.4.3.7	9-1-1 Emergency Star (*) Codes Transfers	
6.4.3.8	Selective Transfer	
6.4.3.9	Abandoned Call Information	
6.4.3.10	Automatic CDR	
Telecommunicator Call-Taking Functionality		
6.4.4.1 (1)	Hold	
6.4.4.1 (2)	Dial	
6.4.4.1 (3)	Re-dial	
6.4.4.1 (4)	Release	
6.4.4.1 (5)	Transfer	
6.4.4.1 (6)	Conference	
6.4.4.1 (7)	Speed Dial	
6.4.4.1 (8)	ALI Request	
6.4.4.1 (9)	ANI/ALI display (separate display is allowed)	
6.4.4.1 (10)	Four (4) line appearances or more	
6.4.4.1 (11)	Ten (10) multi-function programmable keys or more, programmed as telephone line appearance or a feature of the telephone set	
6.4.4.1 (12)	Headset/handset interface	
6.4.4.1 (13)	Volume control for inbound audio signal for headset/handset	
6.4.4.1 (14)	Volume control for outbound signal and sidetone for headset/handset	
6.4.4.1 (15)	Volume Control for the ringer	
6.4.4.1 (16)	Call status indication (ringing, answered or both)	
6.4.4.2	Flash Transfer	
6.4.4.3	Conferencing Functionality	

6.4.4.4	Distinctive Ringing	
6.4.4.5	Call Queuing	
6.4.4.6	Last Stored Number Redial	
6.4.4.7	Pre-Arrival ALI	
6.4.4.8	Incoming 9-1-1 Emergency Call Display	
Speed-Dial Functionalities		
6.4.5.1	Speed Dial	
6.4.5.2	Speed-Dial Contacts	
6.4.5.3	Speed-Dial Icons	
6.4.5.4	Speed-Dial Shortcut Star (*) Codes	
Additional Functionality		
6.4.6.1	Voice Transfer	
6.4.6.2	Ring Volume	
6.4.6.3	Transmit Mute	
6.4.6.4	Release	
6.4.6.5	Radio System Interface	
Integrated Recall Recording		
6.4.7.1	Integrated Voice Recording (IVR)	
6.4.7.2	Integrated Recall Recording (IRR)	
6.4.7.3	IRR – Management of Old Recordings	
6.4.7.4	IRR – Call Type/Text Information	
6.4.7.5	IRR – Separate Recording and Playback	
6.4.7.6	IRR – Controls	
6.4.7.7	IRR – Speakers	
6.4.7.8	IRR – Radio Channel Recording	
Intelligent Work Station Telephone (IWS) Functionality ( <i>Verify on each IWS</i> )		
6.4.8	TDD/TTY Capability	
6.4.9	Call/Line Indicators	
6.4.10	System Sounds and Icons	
6.4.11	Graphical User Interface (GUI)	
6.4.12	Help Documents	
6.4.13	Screen Layout - Lock	
6.4.14	Screen Layout - Restore	
6.4.15	Printing Capabilities	
6.4.16	Status Window	
6.4.17	Automatic Number Identification (ANI)	
6.4.18	Automatic Location Identification (ALI)	
6.4.19	Call Review	
6.4.20	Instant Messaging (IM)	
6.4.21	ALI Rebid	
6.4.22	ALI Parsing	
6.4.23	Conferencing Capabilities	
6.4.24	Call-back	
6.4.25	Hold	
6.4.26	Forced Disconnect	
6.4.27	Audio Monitoring	
6.4.28	Barge In	
6.4.29	Make Busy	
6.4.30	Computer Telephony Integration Software Requirements	
6.4.31	Telecommunicator Log-on Roles and Permissions	

Minor Discrepancies:

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Tracking #: \_\_\_\_\_ Approved TD-288 Amount: \$ \_\_\_\_\_

As the authorized representative of:

\_\_\_\_\_ (PSAP name),

*I hereby acknowledge receipt, installation and satisfactory performance of the service and/or equipment. If minor discrepancies exist, but do not keep the equipment from performing in accordance with the contracted terms and conditions, these discrepancies are noted above.*

AUTHORIZED BY:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed/Typed Name Title

**IMMEDIATELY AFTER ACCEPTANCE:**

Submit the original TD-284, signed by the PSAP authorized representative to the Contractor and submit a copy to the CA 9-1-1 Division

**Appendix E: STAND ALONE CPE SYSTEM ACCEPTANCE AND AUTHORIZATION FORM**

*Please refer to separate document.*

## AT&T LAN/WAN PSAP Security Policy

AT&T will terminate the 9-1-1 LAN (AT&T provided) to a firewall (AT&T provided) for use by AT&T or sub-contractor for installation/remote support and maintenance via an AT&T/Agency provided connection (DSL, etc.). If the solution requires inter-LAN connectivity, AT&T will work with the Agency to formulate a mutually agreed network design.

In the event the Agency has previously connected or subsequently connects their 9-1-1 LAN to any other computer network or has caused or causes such a connection, contrary to this Security Policy herein (which Agency acknowledges it has received and read), and the 9-1-1 equipment and/or 9-1-1 LAN is infected or damaged as a result of such connection, then all 9-1-1 equipment and/or 9-1-1 LAN warranties, maintenance, and service provisions of this amendment or statement of work will be immediately null and void.

Under such circumstances, AT&T will provide repair services for the 9-1-1 equipment and/or 9-1-1 LAN at the Agency's request and time and materials charges will apply for all parts and labor required as a result of damage caused by the infection. After all related damage has been repaired, maintenance, warranty, and service provisions of this agreement will resume.

The Agency agrees to indemnify and hold AT&T harmless for any damages to or claims by any third party against AT&T that arise in whole or in part from Agency's existing or subsequent connection of the 9-1-1 equipment and/or 9-1-1 LAN provided hereunder to any computer network outside of AT&T's control.

For AT&T/Agency Firewall interconnection instructions please reference Appendix G. "Agency Provided Internet Access".

## Appendix G: Agency Provided Remote Access

# E9-1-1 Agency Provided Remote Access for 9-1-1 Installations

## Summary

The purpose of this document is to provide specifics for remote access that will ultimately be terminated into an AT&T supplied Cisco ASA firewall (ASA). The purpose of the ASA is to provide remote access via two-phase authentication and/or secure site-to-site VPN tunnel into the 9-1-1 equipment for remote maintenance and monitoring as applicable and as needed. By allowing only authenticated and encrypted traffic, the AT&T managed Cisco firewall will ensure the security and integrity of the 9-1-1 system.

## Technical Requirements

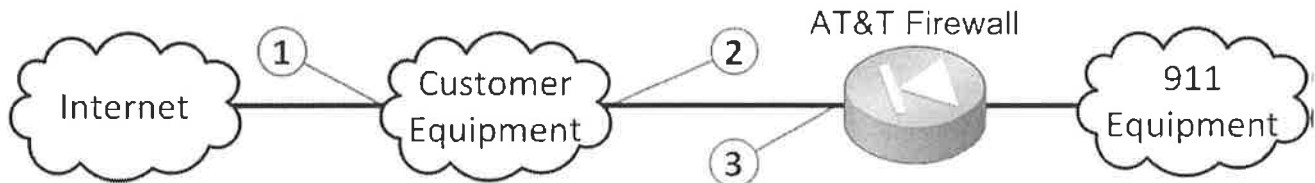
AT&T requests the remote access meet the following technical requirements.

- Access to the Internet with a minimum speed of 1.5M download and 384k upload
- One publicly/Internet accessible Static IP Address
- Allowance for the following protocols:
  - SSH – TCP port 22
  - HTTPS – TCP/UDP port 443
  - NTP – UDP port 123 (site dependent)
  - IPSEC protocol suite
    - IP Protocol 50 for IPSEC ESP
    - UDP Port 500 for IKE Phase 1
    - UDP Port 4500 for IKE Phase 1 with NAT-T
- Physical hand-off should be Copper Ethernet, Cat5E or better

## Informational Requirements

The Customer shall provide the following IP addressing and where appropriate subnet mask information to AT&T Project Management via email to be distributed to relevant AT&T Engineering and Technical resources. See Diagram 1.

- 1) Public IP address to access the ASA from the Internet
- 2) Default Gateway for the ASA to access the Internet
- 3) Private IP address assigned to the Customer side of the ASA if Customer is performing NAT (Network Address Translation)



Questions please contact: Keith Martin, Technical Consultant II / km7564@att.com / 918-519-2634

## Appendix H: Warranty Procedures

# “AT&T”

## PROVIDING PRODUCT & SERVICE EXCELLENCE

### TROUBLE REPORTING PROCEDURES

The Customer Assistance Bureau (CAB) is the trouble reporting center for our priority Public Safety Agencies. The center is responsible for receiving Agency reports and electronically relaying the reports to the responsible work groups for resolution, 24 hours a day, 365 days a year. The CSB can escalate trouble reports and put you in contact with management personnel responsible for resolving the trouble you have reported.

**The Priority Repair Service number is:**

**(877) 500-49-1-1**

Due to the complexity of the services we provide and your own equipment ***it is essential that you isolate trouble before reporting to AT&T.*** A few extra minutes to properly identify, isolate and report a trouble can save hours in resolution time. Reporting the wrong trouble or circuit number may cause extended delays in our ability to deploy the appropriate work crew to repair the problem.

**When you call in a report, please be ready to provide the following information:**

1. Your name and call back telephone number.
2. Address and the location of trouble.
3. Telephone numbers or circuit number in trouble.
4. Nature of the trouble/condition.
5. Application the circuit is used for.
6. Access restrictions we may have to resolve trouble report.
7. Any terminal access problems or arrangements before dispatch.
8. The name of the contact person and their office number is a must!
9. Identification of Major or Minor Failure. (Defined below)
10. For urgent restorations you can ask for an hourly status from the Plant Control Office/PCO.

**Major Failure** - Definition Of Major Failure: Any hardware, software or circuitry failure that prevents the 9-1-1 PSAP call taker from making voice or TDD contact or viewing ANI information or ALI information from a person who has dialed 9-1-1. Upon verbal notification by the Agency, or electronic notification by the 9-1-1 system itself, of a major failure, AT&T will meet the required response time detailed below:

**ONSITE RESPONSE:** A factory-trained technician will respond on-site with spare parts and/or software within two (2) hours, or less, to diagnose and commence repair of a major failure. (The

initial replacement of some components may not be identical to the defective part (monitor, keyboard, mouse, speakers, etc.). This is to provide an expeditious restoration. An identical replacement part will be provided within 72 hours.) Within two (2) hours, or less, the responding technician will notify the PSAP of the nature of failure and an estimated time to effect repairs.

**Minor Failure** - Definition of Minor Failure: Any hardware, software or circuitry failure that prevents the normal operation of any feature of the 9-1-1 system. Upon verbal notification by the Agency, or electronic notification by the 9-1-1 system itself, of a minor failure AT&T will meet the required response time detailed below:

ONSITE RESPONSE: During the initial notification by the PSAP Agency of a minor failure, the *Contractor* will provide to the PSAP Agency an estimated time for on-site diagnostics/repairs to begin. A factory trained technician will respond on-site with spare parts/software within twenty four (24) hours, or less, to diagnose and repair a minor failure. (The initial replacement of some components may not be identical to the defective part (monitor, keyboard, mouse, speakers, etc.). This is to provide an expeditious restoration. An identical replacement part will be provided within 72 hours.) Within twenty four (24) hours, or less, the responding technician will notify the PSAP of the nature of failure and an estimated time to effect repairs.

## Appendix J: Integrated SMS Text Reception

### 13.0 OVERVIEW

The purpose of this section is to provide integration specifics related to TXT29-1-1 (SMS) functionality and operation. It will describe responsibilities of Agency and AT&T that are required to complete procurement/installation/validation of an SMS integrated solution. An integrated SMS solution, is one that allows the Agency to communicate to an active SMS session via the CPE equipment in a similar fashion as processing a call from a PSAP perspective. West's Text Control Center (TCC) coupled with their Intrado Transport Service (ITS) product, is an IP solution that establishes an encrypted VPN using the Agency's Internet access. It enables the delivery of text messages from the TCC to PSAP infrastructure. Although this solution is offered to PSAP's in different presentation configurations - Integrated and non-integrated, this document reflects integrated only. The Integrated SMS Text is a separate project than the 911 CPE (VESTA) project. The customer acceptance of the VESTA system is separate and independent of the Integrated SMS Text project.

#### **Agency Responsibility:**

- The Agency is responsible to obtain the SMS Text service from West TCC, including the Intrado Transport Service (ITS), with termination of ITS related equipment in PSAP equipment backroom.
- Provide Internet access connection for interconnection of the West TCC to PSAP backroom equipment.
- Provide required backroom power/rack space if needed for Agency/West provided ITS router (device that SMS messages traverse). The CPE rack/cabinet should not be a consideration for this router since it is not being provided by AT&T (keep equipment separate).
- Provide demarcation cable. This is used to interconnect the West provided ITS router to AT&T provided firewall.
- Contact that will coordinate/answer all connectivity/turn-up related questions on behalf of the Agency.

#### **State of California Responsibility:**

- Not Applicable

#### **AT&T Responsibilities:**

- AT&T is responsible for configuration/testing of the firewall used to connect to Agency/West provided ITS router (SMS router). This connection will create a secure connection all the way from the West TCC into the PSAP ITS router, terminating to the CPE equipment as described in the SMS overview above.
- Therefore, the point of demarcation becomes the Agency provided cable that interconnects the ITS/Router with the AT&T Firewall. AT&T is responsible for operation of the firewall and the CPE equipment terminated behind the Firewall.
- AT&T's Firewall functions to provide a secure point of interface to the SMS network, that creates two-phase authentication and/or secure site-to-site VPN tunnel into the 9-1-1 equipment Warranty and monitoring as applicable and as needed. By allowing only

authenticated and encrypted traffic, the AT&T Cisco firewall will ensure the security and integrity of the 9-1-1 system.

Note: This document references West TCC, as the text provider because it is the only certified (AT&T approved for use) text provider that is integrated with the VESTA 9-1-1 call handling solution. Therefore, any other text provider that requires VESTA 9-1-1 integration must undergo testing and approval for use with the VESTA 9-1-1 call handling platform.

### **VESTA 9-1-1**

The VESTA system will be at current release and therefore an upgrade is not required. The configuration of the VESTA 9-1-1 will be completed by AT&T

The VESTA 9-1-1 came with Advanced Services Node (ASN) servers (processes SMS calls) virtualized on the existing system and therefore no additional servers need to be installed.

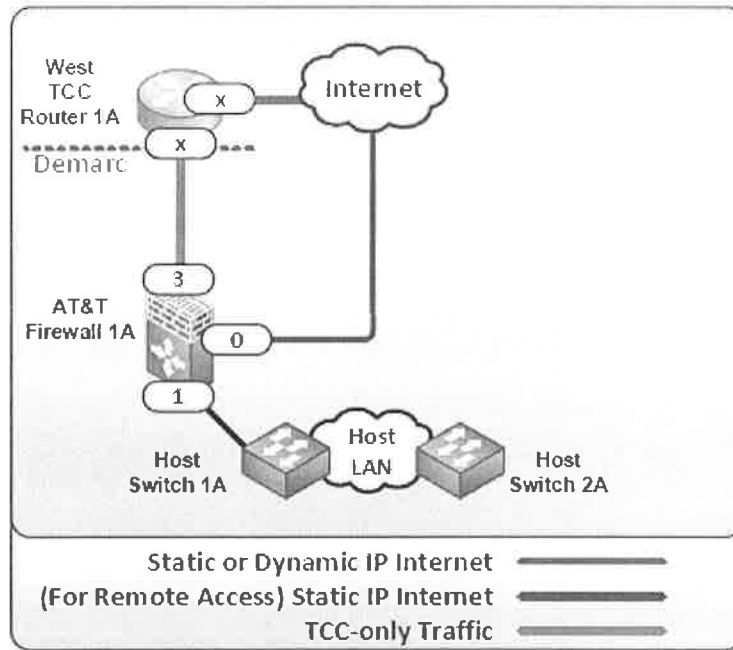
### **Firewall**

The VESTA 9-1-1 system has a single existing a firewall to give remote access to AT&T for support and Warranty (red line depicted in below drawing). This existing Internet connection for remote access should not change (TCC connection will be separate connection), however, the bandwidth for the circuit should be 3Mbs download / 768Kbs upload.

No additional licensing for the firewall is required to accommodate the additional Internet connection for the TCC router connection (reference below). The term "Host" below is the local VESTA 9-1-1 CPE at the Agency.

### **TCC Interface**

As depicted below, the demarcation point for this connection is the AT&T designated patch panel port (#3), which is wired to the firewall. AT&T will work with West during the installation and turn up of the TCC connection (green line).



## 14.0 Supervisor/Dispatcher Training

Training is provided with this solution as per below:

Quantity	Description
1	E-Learn VESTA 9-1-1 SMS Admin Delta Training*
1	E-Learn VESTA 9-1-1 SMS Agent Delta Training**

\* E-Learning for VESTA SMS Admin is a computer-based training course. The course is for up to a maximum of 5 accounts. E-Learning course is available for each account for 365 days.

\*\* E-Learning for VESTA SMS AGENT is a computer-based training course. The course is for up to a maximum of 10 accounts. E-Learning course is available for each account for 365 days.

### 14.1 Training Documentation

As required, soft copies of VESTA 9-1-1 user manuals will be provided.

### 14.2 Service Manual Documentation

Technical Installation and Maintenance manuals will be provided with the delivery of the systems. These technical manuals should be kept in the equipment room near the equipment racks for the AT&T technicians to utilize as necessary.

## **EXHIBIT B**

**EXHIBIT 16 - #1**

**9-1-1 CPE BASIC TURN-KEY STAND-ALONE SYSTEM COST WORKSHEET**

- Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.**
- 1) Bidder shall insert their Company name into the "Bidder's Name" field and Model name for the proposed system into the "Manufacturer/Model" field.
  - 2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.
  - 3) The elements included in the Basic CPE Turn-key Configurations are detailed within the IFB Section 6.5. Bidder shall insert the price for the 9-1-1 CPE Basic Turn-key System Configuration based on the defined number of positions per each Line Item #. For configurations over 20 positions during initial installation or adding additional positions after installation, with all the same requirements as above.
  - 4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year warranty.
  - 5) The Implementation Unit Price shall include the cost of staging, installation, wiring, testing and training.
  - 6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.
  - 7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

Manufacturer/Model: Airbus DS Communications / VESTA System

(a.)	(b.)	(c.)	(d.)	(e.)	(f.)	(g.)	(h.)	(i.)	(j.)
Line Item #	Turn-key System with defined Number of Intelligent Workstations (Positions)	Unit of Measure Each	Basic Turn-key System Equipment Unit Price	Implementation Unit Price	Monthly Maint. Rate Years 2-5	TOTAL Year Turn-key System c*[d+e+(f*48)]	Monthly Maint. Rate Year 6	Monthly Maint. Rate Year 7	TOTAL Year 6 & 7 Maintenance (h*12)+(i*12)
1	Turn-key System - 2 Positions	1	\$108,521.33	\$22,683.90	\$636.35	\$161,749.90	\$726.45	\$726.45	\$17,434.70
2	Turn-key System - 3 Positions	1	\$124,082.33	\$23,464.95	\$875.88	\$189,589.44	\$1,024.04	\$1,024.04	\$24,576.89

3	Turn-key System - 4 Positions	1	\$138,600.69	\$24,714.55	\$1,112.07	\$216,694.38	\$1,317.80	\$1,317.80	\$31,627.24
4	Turn-key System - 5 Positions	1	\$154,100.16	\$25,495.60	\$1,344.89	\$244,150.52	\$1,607.72	\$1,607.72	\$38,585.30
5	Turn-key System - 6 Positions	1	\$169,613.39	\$28,245.20	\$1,574.39	\$273,429.35	\$1,893.78	\$1,893.78	\$45,450.64
6	Turn-key System - 7 Positions	1	\$184,039.68	\$29,494.80	\$1,800.55	\$299,960.75	\$2,176.01	\$2,176.01	\$52,224.14
7	Turn-key System - 8 Positions	1	\$200,763.46	\$30,275.85	\$2,023.34	\$328,159.72	\$2,454.39	\$2,454.39	\$58,905.35
8	Turn-key System - 9 Positions	1	\$216,161.42	\$31,994.00	\$2,242.81	\$355,810.34	\$2,728.91	\$2,728.91	\$65,493.84
9	Turn-key System - 10 Positions	1	\$240,050.51	\$34,743.60	\$2,458.94	\$392,823.05	\$2,999.60	\$2,999.60	\$71,990.48
10	Turn-key System - 11 Positions	1	\$254,590.16	\$35,524.65	\$2,671.70	\$418,356.41	\$3,266.45	\$3,266.45	\$78,394.83
11	Turn-key System - 12 Positions	1	\$270,746.56	\$36,305.70	\$2,881.14	\$445,346.89	\$3,529.44	\$3,529.44	\$84,706.47
12	Turn-key System - 13 Positions	1	\$286,011.22	\$37,555.30	\$3,087.23	\$471,753.69	\$3,788.59	\$3,788.59	\$90,926.26
13	Turn-key System - 14 Positions	1	\$300,256.28	\$40,304.90	\$3,289.97	\$498,479.52	\$4,043.91	\$4,043.91	\$97,053.76
14	Turn-key System - 15 Positions	1	\$315,459.57	\$41,554.50	\$3,489.37	\$524,503.96	\$4,295.36	\$4,295.36	\$103,088.54
15	Turn-key System - 16 Positions	1	\$330,878.99	\$42,804.10	\$3,685.44	\$550,584.04	\$4,542.98	\$4,542.98	\$109,031.48
16	Turn-key System - 17 Positions	1	\$350,726.70	\$44,053.70	\$3,878.14	\$580,931.03	\$4,786.76	\$4,786.76	\$114,882.13
17	Turn-key System - 18 Positions	1	\$371,298.11	\$45,303.30	\$4,077.55	\$612,323.59	\$5,038.20	\$5,038.20	\$120,916.91
18	Turn-key System - 19 Positions	1	\$395,267.21	\$48,052.90	\$4,253.55	\$647,490.38	\$5,262.76	\$5,262.76	\$126,306.14
19	Turn-key System - 20 Positions	1	\$417,901.27	\$49,302.50	\$4,492.82	\$682,859.04	\$5,507.81	\$5,507.81	\$132,187.55
20	At the time of installation, the cost of an additional IWS position per Section 6 for a Basic Turn-key system over 20 positions including all connectivity within the PSAP.	1	\$30,373.21	\$1,249.60	\$215.01	\$41,943.33	\$269.41	\$269.41	\$6,465.88
21	After installation, the cost of an additional IWS per Section 6 for a Basic Turn-key system, including all hardware, software, training, cabling, and any additional materials necessary for install.	1	\$31,885.23	\$3,124.20	\$215.01	\$45,329.96	\$269.41	\$269.41	\$6,465.88
							<b>SUBTOTAL:</b>	<b>\$7,982,269.31</b>	<b>\$1,476,714.39</b>
							<b>SUBTOTAL:</b>	<b>\$269.41</b>	<b>\$6,465.88</b>
							<b>SUBTOTAL:</b>	<b>\$1,317.80</b>	<b>\$31,627.24</b>
							<b>SUBTOTAL:</b>	<b>\$1,607.72</b>	<b>\$38,585.30</b>
							<b>SUBTOTAL:</b>	<b>\$1,893.78</b>	<b>\$45,450.64</b>
							<b>SUBTOTAL:</b>	<b>\$2,176.01</b>	<b>\$52,224.14</b>
							<b>SUBTOTAL:</b>	<b>\$2,454.39</b>	<b>\$58,905.35</b>
							<b>SUBTOTAL:</b>	<b>\$2,728.91</b>	<b>\$65,493.84</b>
							<b>SUBTOTAL:</b>	<b>\$2,999.60</b>	<b>\$71,990.48</b>
							<b>SUBTOTAL:</b>	<b>\$3,266.45</b>	<b>\$78,394.83</b>
							<b>SUBTOTAL:</b>	<b>\$3,529.44</b>	<b>\$84,706.47</b>
							<b>SUBTOTAL:</b>	<b>\$3,788.59</b>	<b>\$90,926.26</b>
							<b>SUBTOTAL:</b>	<b>\$4,043.91</b>	<b>\$97,053.76</b>
							<b>SUBTOTAL:</b>	<b>\$4,295.36</b>	<b>\$103,088.54</b>
							<b>SUBTOTAL:</b>	<b>\$4,542.98</b>	<b>\$109,031.48</b>
							<b>SUBTOTAL:</b>	<b>\$4,786.76</b>	<b>\$114,882.13</b>
							<b>SUBTOTAL:</b>	<b>\$5,038.20</b>	<b>\$120,916.91</b>
							<b>SUBTOTAL:</b>	<b>\$5,262.76</b>	<b>\$126,306.14</b>
							<b>SUBTOTAL:</b>	<b>\$5,507.81</b>	<b>\$132,187.55</b>

**TAB #1: GRAND TOTAL of TURN-KEY CPE WITH 5YR MAINT + 2YR MAINT:**

**\$9,458,983.70**

**EXHIBIT 16 - #2  
9-1-1 CPE SYSTEM ITEMIZED COST WORKSHEET**

<b>Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.</b>	
1) Bidder shall insert their Company name into the "Bidder's Name" field.	
2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.	
3) These itemized items may be applied for Turn-key or Host-Remote Systems. Bidders are to provide their price for the equipment with features and functionality described for each line item. The Equipment Unit Price shall include all equipment, software, and one year warranty.	
4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year warranty.	
5) The Implementation Unit Price shall include the cost of staging, installation, wiring, testing and training.	
6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.	
7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.	

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

(a.) Line Item #	(b.) Itemized Description	(c.) Unit of Measure Each	(d.) Equipment Unit Price	(e.) Implementation Unit Price	(f.) Monthly Maint. Rate Years 2 - 5	(g.) Total 5 Year Itemized c'[d+e+(f*48)]	(h.) Monthly Maint. Rate Year 6	(i.) Monthly Maint. Rate Year 7	(j.) TOTAL Year 6 & 7 Maintenance (h*12)+(i*12)
1	Laser jet printer, (LAN Network ready) capable of printing 15 pages per minute.	1	\$983.41	\$420.77	\$6.59	\$1,720.68	\$7.58	\$7.58	\$181.99
2	19" computer monitor to work with IWS.	1	\$282.75	\$315.58	\$1.90	\$689.33	\$2.18	\$2.18	\$52.33
3	22" computer monitor to work with IWS.	1	\$306.05	\$315.58	\$2.05	\$720.13	\$2.36	\$2.36	\$56.64
4	24" computer monitor to work with IWS.	1	\$591.91	\$315.58	\$3.97	\$1,097.99	\$4.56	\$4.56	\$109.54
5	Legacy Network Interface card with a minimum of 4 ports to accommodate Centralized Automatic Message Accounting (CAMA) or 10-Digit.	1	\$666.41	\$2,960.00	\$16.01	\$4,394.89	\$18.41	\$18.41	\$441.88

6	IP interface gateway/appliance	1	\$1,314.46	\$3,150.00	\$40.73	\$6,419.45	\$46.84	\$46.84	\$1,124.12
7	Chassis to mount interface line cards with all required interconnect cabling.	1	\$3,279.38	\$2,960.00	\$54.83	\$8,871.16	\$57.70	\$57.70	\$1,384.71
8	Uninterrupted Power Supply (UPS) for backroom equipment.	1	\$7,246.63	\$740.00	\$48.59	\$10,318.88	\$55.88	\$55.88	\$1,341.04
9	Uninterrupted Power Supply (UPS) for an IWS.	1	\$689.79	\$740.00	\$4.63	\$1,651.79	\$5.32	\$5.32	\$127.65
						<b>SUBTOTAL:</b>	<b>\$35,884.30</b>	<b>SUBTOTAL:</b>	<b>\$4,819.88</b>

**TAB #2: GRAND TOTAL of ITEMIZED ITEMS WITH 5YR MAINT + 2YR MAINT:**

**\$40,704.18**

**EXHIBIT 16 - #3**

**9-1-1 CPE HOST-REMOTE SYSTEM COST WORKSHEET**

<b>Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.</b>	
1) Bidder shall insert their Company name into the "Bidder's Name" field and Model name for the proposed system into the "Manufacturer/Model" field.	
2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.	
3) The requirements for the 911 CPE Host-Remote Systems are detailed within the IFB Sections 6.6 - 6.8. Bidder shall insert the price for the individual host Line Item # and configurations with the defined number of positions per each Line Item #. For configurations over 20 positions during initial installation and adding additional positions after installation, with all the same requirements as above.	
4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year	
5) The Implementation Unit Price shall include the cost of staging, installation, wiring, testing and training.	
6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.	
7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.	

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

Manufacturer/Model: Airbus DS Communications / VESTA System

(a.) Line Item #	(b.) Configuration Title	(c.) Unit of Measure Each	(d.) Equipment Unit Price	(e.) Implementation Unit Price	(f.) Monthly Maint. Rate Years 2-5	(g.) TOTAL Year Remote System Items c*[d+e+(f*48)]	(h.) Monthly Maint. Rate Year 6	(i.) Monthly Maint. Rate Year 7	(j.) TOTAL Year 6 & 7 Maintenance (h*12)+(i*12)
1	The first Host of a Host-Remote System, including all backroom equipment as described in Sections 6.6 - 6.8	1	\$59,520.74	\$6,529.85	\$128.27	\$72,207.68	\$169.40	\$169.40	\$4,065.49

2	The second or additional Host of a Host-Remote System, including all backroom equipment as described in Section 6.6 - 6.8	1	\$59,520.74	\$6,529.85	\$128.27	\$72,207.68	\$169.40	\$169.40	\$4,065.49
3	Remote PSAP with 1 position including all connectivity within the PSAP	1	\$40,537.12	\$14,965.35	\$367.73	\$73,153.38	\$396.21	\$396.21	\$9,509.02
4	Remote PSAP with 2 positions including all connectivity within the PSAP.	1	\$54,237.24	\$16,183.90	\$610.60	\$99,730.03	\$697.65	\$697.65	\$16,743.50
5	Remote PSAP with 3 positions including all connectivity within the PSAP.	1	\$69,756.60	\$17,714.95	\$850.11	\$128,277.05	\$995.26	\$995.26	\$23,886.13
6	Remote PSAP with 4 positions including all connectivity within the PSAP.	1	\$84,880.10	\$19,714.55	\$1,086.30	\$156,737.13	\$1,289.02	\$1,289.02	\$30,936.48
7	Remote PSAP with 5 positions including all connectivity within the PSAP.	1	\$96,718.71	\$21,245.60	\$1,319.15	\$181,283.29	\$1,578.92	\$1,578.92	\$37,894.10
8	Remote PSAP with 6 positions including all connectivity within the PSAP.	1	\$109,162.95	\$23,245.20	\$1,548.63	\$206,742.25	\$1,865.00	\$1,865.00	\$44,759.88
9	Remote PSAP with 7 positions including all connectivity within the PSAP.	1	\$117,128.74	\$25,244.80	\$1,774.78	\$227,563.16	\$2,147.22	\$2,147.22	\$51,533.37
10	Remote PSAP with 8 positions including all connectivity within the PSAP.	1	\$131,004.00	\$26,775.85	\$1,997.60	\$253,664.48	\$2,425.59	\$2,425.59	\$58,214.15
11	Remote PSAP with 9 positions including all connectivity within the PSAP.	1	\$143,553.12	\$29,244.00	\$2,217.05	\$279,215.38	\$2,700.13	\$2,700.13	\$64,803.07
12	Remote PSAP with 10 positions including all connectivity within the PSAP.	1	\$157,594.91	\$31,243.60	\$2,433.17	\$305,630.81	\$2,970.82	\$2,970.82	\$71,299.71
13	Remote PSAP with 11 positions including all connectivity within the PSAP.	1	\$193,931.74	\$32,774.65	\$2,645.95	\$353,712.21	\$3,237.65	\$3,237.65	\$77,703.63
14	Remote PSAP with 12 positions including all connectivity within the PSAP.	1	\$201,799.84	\$34,305.70	\$2,855.37	\$373,163.52	\$3,500.65	\$3,500.65	\$84,015.70
15	Remote PSAP with 13 positions including all connectivity within the PSAP.	1	\$216,058.88	\$36,305.30	\$3,061.47	\$399,314.70	\$3,759.81	\$3,759.81	\$90,235.49

16	Remote PSAP with 14 positions including all connectivity within the PSAP.	1	\$230,287.24	\$38,304.90	\$3,264.22	\$425,274.70	\$4,015.11	\$4,015.11	\$96,362.56
17	Remote PSAP with 15 positions including all connectivity within the PSAP.	1	\$247,342.57	\$40,304.50	\$3,463.61	\$453,900.31	\$4,266.57	\$4,266.57	\$102,397.78
18	Remote PSAP with 16 positions including all connectivity within the PSAP.	1	\$260,185.46	\$42,304.10	\$3,659.67	\$478,153.85	\$4,514.20	\$4,514.20	\$108,340.71
19	Remote PSAP with 17 positions including all connectivity within the PSAP.	1	\$275,193.33	\$44,303.70	\$3,852.39	\$504,411.88	\$4,757.96	\$4,757.96	\$114,190.93
20	Remote PSAP with 18 positions including all connectivity within the PSAP.	1	\$289,390.83	\$46,303.30	\$4,051.78	\$530,179.66	\$5,009.42	\$5,009.42	\$120,226.15
21	Remote PSAP with 19 positions including all connectivity within the PSAP.	1	\$304,907.42	\$48,302.90	\$4,227.78	\$556,143.94	\$5,233.97	\$5,233.97	\$125,615.37
22	Remote PSAP with 20 positions including all connectivity within the PSAP.	1	\$319,053.94	\$50,302.50	\$4,421.62	\$581,594.11	\$5,479.01	\$5,479.01	\$131,496.35
23	At the time of installation, the cost to add an additional position for a Remote PSAP configuration over 20 positions in a Host-Remote system including all connectivity within the PSAP. Priced as each.	1	\$28,810.71	\$2,812.10	\$215.01	\$41,943.33	\$269.41	\$269.41	\$6,465.88
24	After initial installation, the cost to add an additional position to a Remote PSAP within a Host-Remote system including all hardware, software, training, cabling and any additional materials necessary for install. Priced as each.	1	\$28,885.23	\$6,124.20	\$215.01	\$45,329.96	\$269.41	\$269.41	\$6,465.88
25	After initial installation, the cost at an individual Host to add another PSAP to an existing Host-Remote system. Priced as each.	1	\$20,211.75	\$7,529.85	\$76.51	\$31,414.04	\$45.45	\$45.45	\$1,090.91
							<b>SUBTOTAL:</b>	<b>\$6,830,948.54</b>	<b>\$1,482,317.73</b>

**TAB #3: GRAND TOTAL of HOST-REMOTE INCLUDING 5YR MAINT + 2YR MAINT:**

**\$8,313,266.27**

**EXHIBIT 16 - #4  
APPLICATIONS AND PERIPHERALS COST WORKSHEET**

<b>Instructions: Bidder must follow 1 through 7 when filling out this Cost Worksheet.</b>	
1) Bidder shall insert their Company name into the "Bidder's Name" field.	
2) For all Line Items, the Bidder shall provide pricing for one unit of measure for evaluation.	
3) Bidders are to provide their price for the equipment with features and functionality described for each line item per IFB Section 6.9 which are applicable to the Telecommunicator call taking operations.	
4) The Equipment Unit Price shall include all equipment consisting of, but not limited to, preconfigured hardware, software, ancillary materials, and one year warranty.	
5) The Implementation Unit Price shall include the cost of staging, installation, wiring, testing and training.	
6) Bidders are to provide a Monthly Maintenance rate for years 2 through 5 for each Line Item #. The Monthly Maintenance begins, following acceptance of the implementation and after the one year warranty is complete. Monthly Maintenance shall include any updates (hot fix/patches) to hardware and software, and local PSAP site service required to keep the Line Item # fully operational which may include parts as needed to replace obsolete technology.	
7) Bidder shall provide Additional Monthly Maintenance rate for Years 6 and 7, if needed by the PSAP or State.	

Bidder's Name: Pacific Bell Telephone Company dba AT&T California. AT&T Wholesale. AT&T DataComm

(a.) Line Item #	(b.) Application or Peripheral	(c.) Unit of Measure	(d.) Equipment Unit Price	(e.) Implementation Unit Price	(f.) Monthly Maint. Rate Years 2-5	(g.) TOTAL 5 Year App/Peripheral Items $c*[d+e+(f*48)]$	(h.) Additional Monthly Maint. Rate Year 6	(i.) Additional Monthly Maint. Rate Year 7	(j.) TOTAL Year 6 & 7 Maintenance $(h*12)+(i*12)$
1	Geographical Information System (GIS) Mapping System functionality including all required server hardware and software, including a license as needed, in the PSAP backroom or Host location.	1	\$22,684.69	\$9,114.29	\$132.53	\$38,160.57	\$152.41	\$152.41	\$3,657.92

2	Geographical Information System (GIS) Mapping System functionality per IWS including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	\$8,841.71	\$1,480.00	\$161.53	\$18,075.03	\$185.76	\$185.76	\$4,458.15
3	Digital Voice Logging Recorder (DVLR) with minimum of 12 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	\$47,674.63	\$51,534.29	\$868.67	\$140,904.98	\$998.97	\$998.97	\$23,975.24
4	Digital Voice Logging Recorder (DVLR) with minimum of 32 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	\$87,932.50	\$51,880.00	\$1,633.56	\$218,223.51	\$1,878.60	\$1,878.60	\$45,086.33
5	Digital Voice Logging Recorder (DVLR) with minimum of 64 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	\$128,099.18	\$56,488.57	\$2,819.41	\$319,919.44	\$3,242.32	\$3,242.32	\$77,815.72
6	Digital Voice Logging Recorder (DVLR) with minimum of 96 analog/VoIP channels including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	\$166,556.23	\$105,221.43	\$3,930.37	\$460,435.42	\$4,519.93	\$4,519.93	\$108,478.21
7	External Time Source per Section 6.9.3.	1	\$12,274.74	\$2,960.00	\$20.66	\$16,226.52	\$23.76	\$23.76	\$570.27
8	Real-Time Call Status System per Section 6.9.4	1	\$5,563.00	\$5,920.00	\$52.75	\$14,015.00	\$60.66	\$60.66	\$1,455.90
9	Real-Time Call Status Display per Section 6.9.5	1	\$3,525.51	\$1,597.14	\$16.87	\$5,932.22	\$19.40	\$19.40	\$465.50
10	Integrated SMS Text Function Activation in the PSAP or Host location with set-up and training.	1	\$462.50	\$12,842.86	\$38.54	\$15,155.36	\$44.32	\$44.32	\$1,063.75

11	Integrated SMS Text Function per IWS with set-up and training.	1	\$925.00	\$1,480.00	\$77.08	\$6,105.00	\$88.65	\$88.65	\$2,127.50	
12	IP Router with Firewall for IP calls or TCC connection.	1	\$4,427.77	\$4,440.00	\$57.80	\$11,641.95	\$66.46	\$66.46	\$1,595.15	
13	Call-taker Headset per Section 6.9.7.	1	\$985.00	\$185.00	\$15.42	\$1,910.00	\$17.73	\$17.73	\$425.50	
14	IP Phone Set per Section 6.9.8	1	\$4,968.64	\$840.71	\$71.08	\$9,221.42	\$81.75	\$81.75	\$1,961.94	
15	Automatic Call Distribution (ACD) Site Activation functionality including all required server hardware and software, including a license as needed, in the PSAP backroom or Host location.	1	\$1,480.00	\$185.00	\$123.33	\$7,585.00	\$141.83	\$141.83	\$3,404.00	
16	Automatic Call Distribution (ACD) functionality per IWS/Agent including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	\$2,468.59	\$185.00	\$110.59	\$7,961.88	\$127.18	\$127.18	\$3,052.27	
17	Management Information System (MIS) functionality including all required server hardware and software, including a license as needed, in the PSAP backroom or Host location.	1	\$20,017.20	\$1,899.29	\$131.38	\$28,222.53	\$151.08	\$151.08	\$3,625.98	
18	Management Information System (MIS) functionality per IWS including all required hardware, software, including a license as needed, training, cabling and any additional materials for install.	1	\$4,823.57	\$370.00	\$71.02	\$8,602.61	\$81.67	\$81.67	\$1,960.20	
							<b>SUBTOTAL:</b>	<b>\$1,328,298.43</b>	<b>SUBTOTAL:</b>	<b>\$285,179.53</b>

**TAB #4: GRAND TOTAL of APPLICATIONS AND PERIPHERALS WITH 5YR MAINT + 2YR MAINT: \$1,613,477.96**

**EXHIBIT 16 - #5  
LABOR RATES COST WORKSHEET**

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholesale, AT&T DataComm

(a.) Line Item #	(b.) Classification	(c.) Hourly Rate Years 1-3	(d.) Hourly Rate Year 4	(e.) Hourly Rate Year 5	(f.) Hourly Rate Year 6	(g.) Hourly Rate Year 7	(h.) Estimated annual hours	(i.) Evaluation Total [(3*c)+(d+e+f+g)]*h
1	Factory-Trained Certified Technician	\$185.00	\$185.00	\$185.00	\$185.00	\$185.00	100	\$129,500.00
2	Technician	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	50	\$57,750.00
3	System Engineer	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	40	\$56,000.00
4	Project Manager	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	40	\$56,000.00
<b>TAB #5 LABOR RATES EVALUATION TOTAL:</b>								<b>\$299,250.00</b>

**EXHIBIT 16 - #6  
 SUMMARY COST WORKSHEET FOR TABS 1-5.**

Bidder's Name: Pacific Bell Telephone Company dba AT&T California, AT&T Wholes

<b>TAB #1: GRAND TOTAL of TURN-KEY CPE WITH 5YR MAINT + 2YR MAINT:</b>	\$9,458,983.70
<b>TAB #2: GRAND TOTAL of ITEMIZED ITEMS WITH 5YR MAINT + 2YR MAINT:</b>	\$40,704.18
<b>TAB #3: GRAND TOTAL of HOST-REMOTE INCLUDING 5YR MAINT + 2YR MAINT:</b>	\$8,313,266.27
<b>TAB #4: GRAND TOTAL of APPLICATIONS AND PERIPHERALS WITH 5YR MAINT + 2YR MAINT:</b>	\$1,613,477.96
<b>TAB #5: LABOR RATES EVALUATION TOTAL:</b>	\$299,250.00
<b>GRAND TOTAL:</b>	\$19,725,682.10



DATE 5/7/2020

VERSION 3.7

Account Manager Henry Wang

Phone 714-680-5789

Email [hw3126@att.com](mailto:hw3126@att.com)

Quote Summary

Los Angeles Port Police

Basic Configuration

Contract Number: 4156-6

Motorola Solutions Inc.  
Extended Warranty

VESTA

Year 2 Extended Warranty Price:	\$	25,308.56
Year 3 Extended Warranty Price:	\$	25,308.56
Year 4 Extended Warranty Price:	\$	25,308.56
Year 5 Extended Warranty Price:	\$	25,308.56
<b>Extended Warranty For Years 2 to 5 TOTAL:</b>	<b>\$</b>	<b>101,234.24</b>

Quote Valid For 120 Days

Notes:

1. This extended warranty quote includes Motorola's Anti-Virus Service, Patch Management, and Remote Monitoring.



DATE 5/7/2020

VERSION 3.7

Account Manager Henry Wang

Phone 714-680-5789

Email [hw3126@att.com](mailto:hw3126@att.com)

**Quote Summary**  
Los Angeles Port Police  
Basic Configuration  
Contract Number: 4156-6

Motorola Solutions Inc.  
(2) IWS Positions and (1) CommandPost Position  
SMS Text to 911, RapidSOS Integration  
VESTA Analytics LITE

\* Taxable Amount: \$ 94,542.88

\*\* Taxable Amount: \$ 9,945.00

**VESTA**

Hardware:	\$ 73,645.37
Software:	\$ 20,897.51
Services:	\$ 55,266.75
Sales Tax* (9.5%):	\$ 8,981.57
<b>TOTAL:</b>	<b>\$ 158,791.20</b>

**VESTA Analytics LITE**

Hardware:	\$ 7,413.75
Software:	\$ 2,531.25
Services:	\$ 3,678.75
Sales Tax** (9.5%):	\$ 944.78
<b>TOTAL:</b>	<b>\$ 14,568.53</b>

**Integrated SMS Texting**

Services:	\$ 12,842.00
<b>TOTAL:</b>	<b>\$ 12,842.00</b>

**GRAND TOTAL:**

**\$ 186,201.73**

Quote Valid For 120 Days

**Notes:**

1. This quote is for a VESTA system with SMS Text to 911, (2) IWS Positions, (1) Laptop Position, (2) Docking Stations, and (0) IP phone.
2. This quote includes (3) 27" Widescreen Monitors.
3. This quote includes VESTA Analytics LITE and (1) on-line e-learning Analytics LITE class (up to 5 students).



DATE 5/7/2020  
VERSION 3.7

Account Manager Henry Wang  
Phone 714-680-5789  
Email [hw3126@att.com](mailto:hw3126@att.com)

Quote Summary  
Los Angeles Port Police  
Basic Configuration  
Contract Number: 4156-6

Motorola Solutions Inc.  
(2) IWS Positions and (1) CommandPost Position  
SMS Text to 911, RapidSOS Integration  
VESTA Analytics LITE

4. This quote DOES NOT INCLUDE Mapping - VESTA Locate.
5. This quote DOES NOT INCLUDE a long term Voice recorder.
6. This quote includes Motorola on site training for (1) VESTA Admin Class, (2) End-User classes, and (1) CommandPost Class (approx. 15 minutes).
7. This quote includes (3) 4-Port KVMs.
8. This quote includes (3) 24-button Genovation keypads.
9. This quote DOES NOT INCLUDE a NetClock.
10. This quote DOES NOT INCLUDE UPS for the backroom nor for the VESTA positions
11. This quote includes Motorola on-line e-learning training for (1) SMS (delta) Admin Class and (2) SMS (delta) Agent Classes.
12. This quote DOES NOT INCLUDE ACD.
13. This quote includes: Equipment, Installation, First Year Warranty, Training, and Sales Tax.
14. This system is configured to support up to (8) 911 Trunks, (24) 10-D analog lines, (0) SIP integration, (1) PRI/T1.
15. Agency to provide (2) 20-amp dedicated circuits for the VESTA backroom equipment.
16. Agency to provide (1) 15-amp dedicated circuit for each VESTA IWS position.
17. Agency to provide high speed remote access to the 911 system for installation and on-going maintenance support.
18. Agency will work with the TCC (Text Control Center) for TCC provided services. This quote does not include TCC services.
19. Agency to install/terminate CAT6 cable (4) per position and at backroom.
20. This quote includes a cabinet for the backroom.
21. This quote includes RapidSOS integration.
22. 2019-02-06. Per Agency's request, replaced the 19" rack with a Motorola provided cabinet.
23. 2019-03-20. Per Agency's request, replaced the Motorola provided cabinet with LA Ports specified cabinet.
24. 2019-07-12. Per Agency's request, refreshed the quote. Updated the quote with the current LAN switch model.

## MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No. \_\_\_\_\_ Division \_\_\_\_\_ Contractor Administrator \_\_\_\_\_

Contractor \_\_\_\_\_ \*Group \_\_\_\_\_ Contract Title/Project \_\_\_\_\_

Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Amount Invoiced to Date \_\_\_\_\_

SBE Mandated Participation Percentage \_\_\_\_\_ SBE \_\_\_\_\_ VSBE \_\_\_\_\_

Proposed Subcontractor Percentage \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ OBE \_\_\_\_\_ DVBE \_\_\_\_\_

	Name of Subcontractor	Type of Work Performed	SBE/VSBE/MBE/MBE/OBE/DBE/VE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Directions:**

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount  
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date  
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

\* Group = (SBE/VSBE/MBE/MBE/OBE/DVBE/DBE)

## **EXHIBIT - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the

Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in

a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
  - (i) Advertising employment opportunities in minority and other community news media or other publications.
  - (ii) Notifying minority, women and other community organizations of employment opportunities.
  - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
  - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
  - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
  - (vi) Validating all job specifications, selection requirements, tests, etc.
  - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
  - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

## EXHIBIT

### **SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM LOCAL BUSINESS PREFERENCE PROGRAM**

#### (1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:

The Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subconsultants.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be \_\_%, including \_\_% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is \_\_\_\_\_. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$\_ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good

cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the LABAVN by the time proposals are due.

(2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. Consultants who do not qualify as a LBE may receive a maximum 5% preference for identifying and utilizing LBE subconsultants. Consultants may receive 1% preference, up to a maximum of 5%, for every 10% of or portion thereof, of work that is subcontracted to a LBE. LBE subconsultant preferences will be determined by the percentage of the total amount of compensation proposed under the Agreement.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

---

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

SBE    VSBE    MBE    WBE    DVBE    OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far

East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company. Only one box must be checked:

LBE     Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Consultant Description Form

### PRIME CONSULTANT:

Contract Title: \_\_\_\_\_

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: \$ \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

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### SUBCONSULTANT:

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

## Consultant Description Form

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ LABAVN ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_